

A G E N D A

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD OCTOBER 5, 2010, AT 6:00 P.M., AT THE CITY COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER.
- II. ROLL CALL.
- III. PLEDGE OF ALLEGIANCE.
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER—THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. PRESENTATION OF A CERTIFICATE OF ACCOMPLISHMENT TO AL SLUSSER FOR COMPLETING HIS COAST 2 COAST WALK.
- VI. PRESENTATION OF THE EMPLOYEE OF THE QUARTER AWARD TO FIREFIGHTER CAMERON ATKINSON.
- VII. PRESENTATION OF THE EMPLOYEE SAFETY AWARD FOR THE THIRD QUARTER TO HEAD LIFEGUARD JACK TEEL.
- VIII. CALL TO THE PUBLIC—This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02.(A.)(H).) Comments are limited to a 5 minute time period.
- IX. APPROVAL OF MINUTES—REGULAR MEETINGS OF SEPTEMBER 7 & 21, 2010; SPECIAL MEETINGS OF SEPTEMBER 7, 2010 AND SEPTEMBER 14, 2010; AND WORK SESSION OF SEPTEMBER 14, 2010.

Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.

- X. OLD BUSINESS—None.
- XI. CONSENT AGENDA
 1. SPECIAL EVENT LIQUOR LICENSE APPLICATIONS FROM THE VERDE VALLEY FAIR ASSOCIATION FOR EVENTS SCHEDULED AT THE VERDE VALLEY FAIR GROUNDS ON OCTOBER 15 & 16, AND NOVEMBER 6 & 21, 2010.

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2. RATIFICATION OF THE SUBMITTAL OF A GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT APPLICATION (CONTRACT NUMBER 2011-PT-021) TO PROVIDE \$9,600 FOR OVERTIME EXPENSES INCURRED IN SELECTIVE TRAFFIC ENFORCEMENT DETAILS.
 3. RATIFICATION OF THE SUBMITTAL OF A GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT APPLICATION (CONTRACT NUMBER 2011-AL-027) TO PROVIDE \$12,000 FOR DUI TASK FORCE PATROLS.
 4. RATIFICATION OF THE SUBMITTAL OF A GOVERNOR'S OFFICE OF PUBLIC SAFETY STABILIZATION FUNDING GRANT PROPOSAL, REQUESTING FUNDS IN THE AMOUNT OF \$70,400.00, TO PURCHASE TWO FULLY EQUIPPED PATROL VEHICLES AND AIMS ACCIDENT/CRIME SCENE DIAGRAMMING EQUIPMENT AND SOFTWARE.
- XII. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.
1. SECOND RENEWAL OF THE SLUDGE-HAULING CONTRACT WITH D&K FARMING ENTERPRISES WITH A THREE PERCENT (3%) INCREASE IN PRICING.
 2. RESOLUTION NUMBER 2540—DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT ENTITLED "CITY OF COTTONWOOD BACKFLOW PROTECTION AND PREVENTION CODE".
 3. ORDINANCE NUMBER 567—AMENDING THE COTTONWOOD CITY CODE BY ADDING A NEW SECTION 13.28, BACKFLOW PROTECTION AND PREVENTION CODE, TO TITLE 13, PUBLIC SERVICE.
 4. DIRECTION/AUTHORIZATION TO SOLICIT PROPOSALS FROM QUALIFIED ATTORNEYS OR LAW FIRMS TO PROVIDE MUNICIPAL COURT AND CODE ENFORCEMENT SERVICES.
- XIII. CLAIMS & ADJUSTMENTS.
- XIV. ADJOURNMENT.

The Cottonwood Council Chambers is accessible to the disabled in accordance with Federal "504" and "ADA" laws. Those with needs for special typeface print or hearing devices may request these from the City Clerk (TDD 634-5526.) All requests must be made 24 hours prior to the meeting.

Members of the City Council may attend either in person or by telephone conference call.



MEMORANDUM

DATE: September 27, 2010
TO: Honorable Mayor & City Council
THRU: Doug Bartosh, City Manager
FROM: Iris Dobler, Human Resources Manager *id*
SUBJECT: 2010 3rd Quarter Employee Award Winner – Cameron Atkinson

The Personnel Board reviewed the following nominations:

- Cameron Atkinson – nominated by Tim Wills
- Kaley Badger – nominated by Ryan Bigelow
- Debbie Breitreutz – nominated by Sharon Caldwell
- Iris Dobler – nominated by Rudy Rodriguez
- Steven Horton – nominated by Gareth Braxton-Johnson
- Mike Kuykendall – nominated by Troy Hoke
- Julie Murie – nominated by Kevin Murie
- Leslie Wager – nominated by George Gehlert
- Larry Wright – nominated by Rick Contreras

There were nine employees nominated this quarter. After much discussion, Firefighter Cameron Atkinson was voted the winner.

Cameron was nominated by Captain Tim Wills for his willingness to use formerly acquired skills to install several new pieces of equipment in the Public Safety Building. This “in-house” work saved the City many hours of installation labor costs.

Cameron was a licensed and professional plumber prior to joining the Cottonwood Fire Department (CFD). He used that knowledge and skill to install three electric, tankless water heaters at the CFD building. He also plumbed and installed a new air-cooled commercial ice maker, which will be used by both the CFD and Cottonwood Police Department. (See attached nomination form for additional details.)

The new water heaters provide hot water instantly, which cuts down greatly on wasted water. Hand washing with hot water is highly recommended or required to help our emergency responders reduce the spread of germs and bacteria. The new ice machine also saves a tremendous amount of water. The former ice maker was water cooled, which wasted hundreds of gallons of water each month. The ice is used to keep water and electrolyte fluids cool for use by our emergency responders.

For these reasons and those listed on the attached, the Board selected Cameron as winner of the Employee of the Quarter Award. I request Firefighter Atkinson receive the Employee of the 3rd Quarter Award of 2010.

Attachment: Nomination Submissions

**QUARTERLY (3rd, 2010)
EMPLOYEE RECOGNITION NOMINATION**

SUBMISSION DATE: September 15, 2010

NAME OF EMPLOYEE: Cameron Atkinson
DEPARTMENT: Fire
POSITION: Firefighter

WHAT ACTION DID THE EMPLOYEE DO TO DESERVE THIS NOMINATION:

Firefighter Cameron Atkinson, a licensed and professional plumber prior to joining Cottonwood FD, installed three electric, tankless water heaters at three unique locations at the fire department. This has resulted in a safer and more efficient work environment. Firefighter Atkinson also plumbed in a new air cooled commercial ice maker that is used by the police and fire departments. This resulted in a more accessible, economical and efficient method to keep our emergency responders hydrated and cool during most months of the year.

Tankless Water Heaters Installation

Since moving in to the new Public Safety Building in 2002, employees and visitors at the station would have to waste *gallons* of water waiting for hot water to discharge from the sinks located at the employee break counter, the guest bathroom and the firefighters' kitchen. Despite the original design and installation of the hot water system in the Fire Station, users at these locations would have to flow water for 3-4 minutes to get hot water at their location from the centrally located gas water heater. During one test over 15 gallons of cold water were wasted down the drain while the hot water worked its way to the kitchen. As this was experienced 2-4 times per day, this wastes a minimum of 11,000 gallons of water per year while waiting for hot water.

The center for Disease Control and Health Departments recommend or require the use of 'HOT' water to reduce the spread of germs and bacteria. In fact, hand washing is the single most important prevention step for reducing disease transmission.

With these tankless, instant hot water heaters installed by Firefighter Atkinson at these three key locations, the City is no longer wasting this water.

Ice Machine Installation

When the City moved into the new Public Safety Facility, a used, water cooled ice maker was donated to us. As it was water cooled, it wasted hundreds of gallons of water each month. This year, with the assistance of the Police Department, we were able to replace the previously donated, water hog of an icemaker with a modern, professional grade, efficient air cooled ice maker. Firefighter Atkinson, with the assistance of a couple other firefighters, was able to plumb this new appliance at the fire station with a professional fit and finish.

WHAT IS THE IMPACT/BENEFIT TO THE CITY:

- **WATER SAVINGS!** All three instant hot water heaters are located at frequently used areas in the station. Users have hot water instantly, if not within a few seconds. No more cold water wasted down the drain.
- Hot water is recommended or required for cleaning and stopping/reducing the spread of germs/diseases.
- **WATER SAVINGS!** The previous ice machine was a used, donated machine that operated on a water cooled design concept. This wasted gallons of water for every gallon of ice produced. The new machine cools and freezes water to make ice without wasting any in the process.
- This ice is used to keep water, Gatorade and other electrolyte fluids cool or cold throughout most months of the year, to be used by our emergency responders during the daily duties, emergency response and training activities.
- Firefighter Cameron Atkinson's knowledge and plumbing expertise saved the City several hours, perhaps a couple of days in labor costs to install all of this equipment.

SIGNATURE OF NOMINATOR: *Tim Wills* (via email) DATE: Sept. 15, 2010

PRINT SIGNATURE OF SUBMITTING NOMINATOR: Tim Wills, Captain



MEMORANDUM

DATE: September 27, 2010
TO: Honorable Mayor & City Council
THRU: Doug Bartosh, City Manager
FROM: Iris Dobler, Human Resources / Risk / Safety Manager *id*
SUBJECT: 2010 3rd Quarter Safety Employee Award Winner – Jack Teel

The Safety Awareness and Risk Management Committee reviewed the following nominations:

- Ben Kramer – nominated by Rick Contreras
- Roger Scarim – nominated by Kevin Murie
- Jack Teel – nominated by Hezekiah Allen

Three employees were nominated this quarter, all having done something to make the City and our workplaces safer. Jack Teel was declared the winner.

Jack was nominated by Hezekiah Allen for his dedication to making sure all Recreation Center staff get trained in CPR and First Aid. He was very mindful of conducting the training while the Recreation Center was not open to the public, to insure their safety, also. He works split shifts so he can make sure his staff is trained and following proper safety procedures, and he has done this without incurring overtime or comp time. Jack also implemented a schedule to handle hundreds of patrons eager to use the indoor water facilities during the soft openings. This kept members safe, by not having too many people using the water area at the same time.

Because of his CPR and First Aid knowledge, Jack has been able to aid members and keep them calm and comfortable when incidents or injuries occur, until EMS can respond. Jack is constantly insuring the safety of patrons and staff throughout the facility.

I request Jack Teel receive the Safety Employee of the Quarter Award for the 3rd quarter of 2010.

Attachment: Nomination Submissions



QUARTERLY NOMINATIONS

**3rd Quarter, 2010 Nominations
for**

“EMPLOYEE” OF THE QUARTER

&

**“SAFETY EMPLOYEE” OF THE
QUARTER**

AWARD

**are due to the HR office by
Wednesday, September 15, 2010**

**Late nominations will not be accepted
Quarterly nominations are to be submitted in the attached format.**

**QUARTERLY (3rd, 2010)
SAFETY EMPLOYEE RECOGNITION NOMINATION**

SUBMISSION DATE: 9/15/2010

NAME OF EMPLOYEE: Jack Teel

DEPARTMENT: Cottonwood Parks and Recreation Department

POSITION: Head Lifeguard

WHAT ACTION DID THE EMPLOYEE DO TO DESERVE THIS NOMINATION:

As a Head Lifeguard Jack's duties are to: schedule guards, handle all training and certifications insuring each guard has the proper preparation for his or her job, insure the chemical balance of the water is to code and deal directly with the public. In addition to his current duties Jack was asked to train 6 additional Rec. Center staff members in CPR and First Aid. He did so at 5:00am on the weekends to insure the building would be safe and operational for the public during business hours. Jack has also worked split shifts to assure the night crew is attentive and performing at the highest level for the safety of the patrons. The extra time that Jack has put in has been with no overtime and no comp time. He has been able to take off at non-peak times to insure he doesn't go over his allotted 40 hours. During the facilities packed soft openings the

C:\Users\hallen\Documents\CITY OF COTTONWOOD\Aquatic Center\Employment\Jack Teel Personnel Safety Award Nomination Form-Quarterly.doc

pool was reaching capacity on a regular basis. Jack was able to take direction and implement a block pool schedule and handle the hundreds of patrons that are eager to swim. Members remain safe and understanding. With Jack's training he has also assisted in other areas of the Rec. center when medical injuries have occurred. He has responded to incidents in the exercise area when victims have over worked themselves and become unstable. Jack kept the victim calm and comfortable until EMS could respond. Jack has also taken on additional tasks by handling mechanical issues in the game room.

WHAT IS THE IMPACT/BENEFIT TO THE CITY:

Jack is an asset to the city because of his ability to go over and beyond the call of duty. He is constantly insuring the safety of patrons throughout the facility. His dedication is evident in every task he takes on.

ADDITIONAL NARRATIVE IS NOT NECESSARY:

SIGNATURE OF NOMINATOR:  **DATE:** 7/10/10

PRINT SIGNATURE OF SUBMITTING NOMINATOR:

ATTACHMENT: AS NOTED

April 12, 2010

Iris Dobler, Human Resources / Risk / Safety Manager

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: October 5, 2010

Subject: **Special Event Liquor License Applications for the Verde Valley Fair Association.**

Department: City Clerk

From: Marianne Jiménez, City Clerk

REQUESTED ACTION

Council consideration of recommending approval or denial of three Special Event Liquor License Applications submitted by Terra Shanks, applicant for the Verde Valley Fair Association, Inc., for events scheduled on October 15 & 16, and November 6 & 21, 2010, at the fairgrounds located at 800 East Cherry Street.

If the Council desires to approve this item the recommended motion is:

"I move to recommend approval of the Special Event Liquor License Applications for Terra Shanks, applicant for the Verde Valley Fair Association, for events scheduled for October 15 & 16, and November 6 & 21, 2010."

BACKGROUND

Terra Shanks is requesting approval of Special Event Liquor License Applications for events scheduled for October 15 & 16, and November 6 & 21, 2010, at the Verde Valley Fair Grounds located at 800 East Cherry.

JUSTIFICATION/BENEFITS/ISSUES

All Special Event Liquor License applications that are submitted to the Arizona Department of Liquor Licenses & Control (ADLLC) for events held in the City of Cottonwood are presented to the Council for its recommendation of approval or denial of the application. The Council's recommendation is taken into consideration by the ADLLC prior to their final approval of the application.

COST/FUNDING SOURCE

N/A

REVIEWED BY

City Manager:  City Attorney: 

ATTACHMENTS

- ◆ Special Event Liquor License Applications for the Verde Valley Fair Association

State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

****Application must be approved by local government before submission to
Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Verde Valley Fair Association, Inc.

2. Non-Profit/I.R.S. Tax Exempt Number: 95-3551427

3. The organization is a: (check one box only)

- ☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
☐ Civic ☐ Political Party, Ballot Measure, or Campaign Committee
☐ Religious

4. What is the purpose of this event? Fund Raiser - Spook Night

5. Location of the event: 800 East Cherry Street Cottonwood YAVAPAI 86326
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Shanks Terra Michelle 9/7/1978
Last First Middle Date of Birth

7. Applicant's Mailing Address: PO Box 1974 Cottonwood AZ 86326
Street City State Zip

8. Phone Numbers: (928) 634-3290 (928) 634-3290 (928) 301-1094
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>October 15, 2010</u>	<u>Friday</u>	<u>6:00 a.m.</u>	<u>2:00 a.m.</u>
Day 2:	<u>October 16, 2010</u>	<u>Saturday</u>	<u>6:00 a.m.</u>	<u>2:00 a.m.</u>
Day 3:	<u></u>	<u></u>	<u></u>	<u></u>
Day 4:	<u></u>	<u></u>	<u></u>	<u></u>
Day 5:	<u></u>	<u></u>	<u></u>	<u></u>
Day 6:	<u></u>	<u></u>	<u></u>	<u></u>
Day 7:	<u></u>	<u></u>	<u></u>	<u></u>
Day 8:	<u></u>	<u></u>	<u></u>	<u></u>
Day 9:	<u></u>	<u></u>	<u></u>	<u></u>
Day 10:	<u></u>	<u></u>	<u></u>	<u></u>

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 2 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Verde Valley Fair Association 100
Percentage

Address 800 East Cherry Street - Cottonwood, AZ 86326

Name _____
Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
any questions regarding the law or this application, please contact the Arizona State Department of Liquor
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

 # Police ☒ Fencing
5 # Security personnel ☐ Barriers

16. Is there an existing liquor license at the location where the special event is being held? ☒ YES ☐ NO
If yes, does the existing business agree to suspend their liquor license during the time
period, and in the area in which the special event license will be in use? ☒ YES ☐ NO

(ATTACH COPY OF AGREEMENT)

Verde Valley Fair Association (928) 634-3290
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors
under the provisions of your license. The following page is to be used to prepare a diagram of your special
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control
measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

N↑

See Attached...

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Steve Dockray declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Steve Dockray President 9/21/10 (928) 634-4896
(Signature) (Title/Position) (Date) (Phone #)



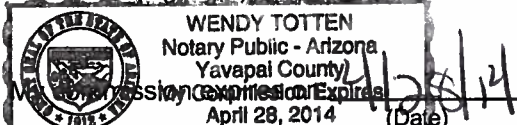
State of Arizona County of Yavapai
The foregoing instrument was acknowledged before me this
21 September 2010
Day Month Year

My Commission expires on: July 28, 2013 Celestia Ziemkowski
(Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Terra Shanks declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Terra Shanks State of Arizona County of Yavapai
(Signature) The foregoing instrument was acknowledged before me this



21 September 2010
Day Month Year
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

BY:

(Title) (Date)

12th Street

89A

Parking Lot

Parking Lot

Participant Entrance

Main Entrance

Arena

Gyberg Building

Rest Rooms

Sheep & Swine Barn

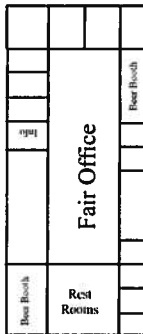
Cattle Barn

Show Barn

Taylor Barn

Small Stock Show Ring

Fair Office



Saturday 10/16/10

Commercial Building

Main Stage

Stage

Friday 10/15/10

Fine Arts Building

State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

****Application must be approved by local government before submission to
Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY
LICENSE #

1. Name of Organization: Verde Valley Fair Association, Inc.

2. Non-Profit/I.R.S. Tax Exempt Number: 95-3551427

3. The organization is a: (check one box only)

- ☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
☒ Civic ☐ Political Party, Ballot Measure, or Campaign Committee
☐ Religious

4. What is the purpose of this event? Wedding Anniversary

5. Location of the event: 800 East Cherry Street Cottonwood YAVAPAI 86326
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Shanks Terra Michelle 9/7/1978
Last First Middle Date of Birth

7. Applicant's Mailing Address: PO Box 1974 Cottonwood AZ 86326
Street City State Zip

8. Phone Numbers: (928) 634-3290 (928) 634-3290 (928) 301-1094
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:				
Day 2:				
Day 3:	<u>November 6, 2010</u>	<u>Saturday</u>	<u>6:00 a.m.</u>	<u>2:00 a.m.</u>
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 3 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name	<u>Verde Valley Fair Association</u>	<u>100</u>
		Percentage

Address 800 East Cherry Street - Cottonwood, AZ 86326

Name	<u></u>	<u></u>
		Percentage

Address
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
any questions regarding the law or this application, please contact the Arizona State Department of Liquor
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

<u> </u> # Police	<input checked="" type="checkbox"/> Fencing
<u>5</u> # Security personnel	<input type="checkbox"/> Barriers

16. Is there an existing liquor license at the location where the special event is being held? ☒ YES ☐ NO
If yes, does the existing business agree to suspend their liquor license during the time
period, and in the area in which the special event license will be in use? ☒ YES ☐ NO

(ATTACH COPY OF AGREEMENT)

<u>Verde Valley Fair Association</u>	<u>(928) 634-3290</u>
Name of Business	Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors
under the provisions of your license. The following page is to be used to prepare a diagram of your special
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control
measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

N↑

See Attached...

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Steve Dockray declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Steve Dockray President 9/21/10 (928) 634-4896
(Signature) (Title/Position) (Date) (Phone #)



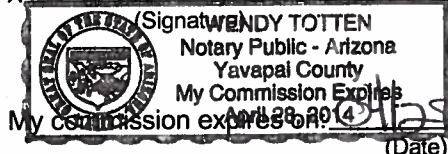
Arizona County of Yavapai
The foregoing instrument was acknowledged before me this
21 September 2010
Day Month Year

My Commission expires on: July 28, 2013 Celestia Ziemkowski
(Date) (Signature of NOTARY PUBLIC)

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19. I, Terra Shanks declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Terra Shanks State of Arizona County of Yavapai
(Signature) The foregoing instrument was acknowledged before me this



21st September 2010
Day Month Year
[Signature]
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20.
The local governing body may require additional applications to be completed and submitted 60 days
in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

BY:

(Title) (Date)

12th Street

89A

Parking Lot

Parking Lot

Participant Entrance

Main Entrance

Arena

Gyberg
Building

Sheep &
Swine Barn

Cattle Barn

Rest
Rooms

Show Barn

Taylor
Barn

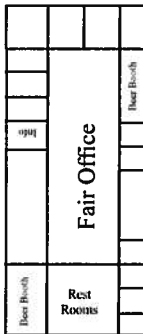
Small
Stock
Show Ring

Commercial Building

Main
Stage

Stage

Fine Arts
Building



State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY
LICENSE #

1. Name of Organization: Verde Valley Fair Association, Inc.

2. Non-Profit/I.R.S. Tax Exempt Number: 95-3551427

3. The organization is a: (check one box only)

- ☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
☐ Civic ☐ Political Party, Ballot Measure, or Campaign Committee
☐ Religious

4. What is the purpose of this event? Toy Run

5. Location of the event: 800 East Cherry Street Cottonwood YAVAPAI 86326
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Shanks Terra Michelle 9/7/1978
Last First Middle Date of Birth

7. Applicant's Mailing Address: PO Box 1974 Cottonwood AZ 86326
Street City State Zip

8. Phone Numbers: (928) 634-3290 (928) 634-3290 (928) 301-1094
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:				
Day 2:				
Day 3:				
Day 4:	<u>November, 21 2010</u>	<u>Sunday</u>	<u>10:00 a.m.</u>	<u>2:00 a.m.</u>
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 4 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name	<u>Verde Valley Fair Association</u>	<u>100</u>
		Percentage

Address 800 East Cherry Street - Cottonwood, AZ 86326

Name	<u></u>	<u></u>
		Percentage

Address
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have
any questions regarding the law or this application, please contact the Arizona State Department of Liquor
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

<u> </u> # Police	<input checked="" type="checkbox"/> Fencing
<u>5</u> # Security personnel	<input type="checkbox"/> Barriers

16. Is there an existing liquor license at the location where the special event is being held?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

(ATTACH COPY OF AGREEMENT)

<u>Verde Valley Fair Association</u>	<u>(928) 634-3290</u>
Name of Business	Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors
under the provisions of your license. The following page is to be used to prepare a diagram of your special
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control
measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

N↑

See Attached...

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Steve Dockray declare that I am an Officer/Director/Chairperson appointing the
(Print full name)
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Steve Dockray President 9/21/10 (928) 634-4896
(Signature) (Title/Position) (Date) (Phone #)



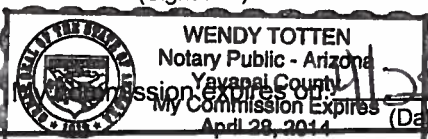
Arizona County of Yavapai
The foregoing instrument was acknowledged before me this
21 September 2010
Day Month Year

My Commission expires on: July 28, 2013 Celestia Ziemkowski
(Date) (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Terra Shanks declare that I am the APPLICANT filing this application as
(Print full name)
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Terra Shanks State of Arizona County of Yavapai
(Signature) The foregoing instrument was acknowledged before me this



21 September 2010
Day Month Year
[Signature]
(Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

BY:

(Title) (Date)

12th Street

89A

Parking Lot

Parking Lot

Participant Entrance

Main Entrance

Arena

Gyberg Building

Rest Rooms

Cattle Barn

Sheep & Swine Barn

Small Stock Show Ring

Taylor Barn

Show Barn

Commercial Building

Fair Office

Rest Rooms

Beer Booth

Info

Beer Booth

Main Stage

Stage

Fine Arts Building

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: October 5, 2010
Subject: **Governor's Office of Highway Safety Grant Contract
Number: 2011-PT-021 Selective Traffic Enforcement Overtime**
Department: Police Department
From: Jody Fanning, Chief of Police

REQUESTED ACTION

Acceptance of the City Manager and Chief of Police signing the attached GOHS contract to provide \$9,600.00 for overtime expenses that will be incurred from October 1, 2010 through September 30, 2011 for Selective Traffic Enforcement Details.

If the Council desires to approve this item the suggested motion is:

"I move to approve the Governor's Office of Highway Safety Grant, Contract Number 2011-PT-021, and authorize the City Manager and Police Chief to sign said contract."

BACKGROUND

The Governor's Office of Highway Safety (GOHS) has consistently provided the City of Cottonwood Police Department (CPD) with grant opportunities, providing funding of many thousands of dollars, on numerous occasions. In the past several years GOHS has awarded CPD with funding to purchase the Mobile Command Vehicle, participate in hundreds of overtime hours for DUI Saturation and Check-Point Details, Red Light Running Details, as well as Child and Infant Car Safety Seat Events. This funding is the only way CPD is able to participate in these special details and events.


JUSTIFICATION/BENEFITS/ISSUES


Signature is required before further evaluation and award of funds can occur. This funding is significant in that it will cover \$9,600 worth of overtime expenses incurred during Selective Traffic Enforcement Details. This funding allows the Department to participate in selective traffic enforcement such as, Red Light Running Details, School Zone Details and patrol areas of Cottonwood where traffic has become an issue.

COST/FUNDING SOURCE

Governor's Office of Highway Safety

REVIEWED BY:

City Manager: 

City Attorney: 

ATTACHMENTS

Contract Number 2011-PT-021

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

PART I.		CFDA 20.600
1. APPLICANT AGENCY Cottonwood Police Department	GOHS CONTRACT NUMBER 2011-PT-021	
ADDRESS 199 South 6 th Street, Cottonwood, Arizona 86326	PROGRAM AREA- PT TASK- 1	
2. GOVERNMENTAL UNIT City of Cottonwood	AGENCY CONTACT Christine Christensen	
ADDRESS 27 N. Main St, Cottonwood, Arizona 86326	3. PROJECT TITLE Selective Traffic Enforcement Program	
4. GUIDELINES 402 – Police Traffic Services		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (overtime) and Employee Related Expenses (ERE) to enhance selective traffic enforcement throughout the City of Cottonwood.		
6. BUDGET	Project Period FY 2011	
COST CATEGORY		
I. Personnel Services	\$8,000.00	
II. Employee Related Expenses	1,600.00	
III. Professional and Outside Services	0.00	
IV. Travel In-State	0.00	
V. Travel Out-of-State	0.00	
VI. Materials and Supplies	0.00	
VII. Other Expenses	0.00	
VIII. Capital Outlay	0.00	
TOTAL ESTIMATED COSTS	\$9,600.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2011
CURRENT GRANT PERIOD	FROM: 10-01-2010	TO: 09-30-2011
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$9,600.00		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Cottonwood Police Department Background:

The City of Cottonwood encompasses approximately 714 square miles and is located in Yavapai County which encompasses approximately 8800 square miles. It is the largest city in the Verde Valley and is a growing community that serves as the hub of the Verde Valley. The City of Cottonwood has a population of more than 10,000 with the Verde Villages bringing in another 11,000 people. Along with the growth in population in the area, there is also a steady growth of tourism. Tourism during big event weekends can increase the City's population by 10% to 20%. The City serves this entire population whether they live within or outside the City limits and the Police Department also assists these other agencies that consist of Clarkdale Police Department, Jerome Police Department and Yavapai County Sheriff's Office.

The Cottonwood Police Department consists of 31 sworn officers 17 civilian personnel and 11 volunteers. To keep up with the continued growth of our area, the Department takes an innovative approach to police services and strive to remain proactive in our efforts.

The City of Cottonwood has thirteen (13) traffic signals with approximately five (5) miles of Highway 260 and approximately five (5) miles of 89A in our jurisdiction. 89A is a thoroughfare to Sedona, Clarkdale, Jerome, Prescott, and Flagstaff. Highway 260 is a thoroughfare to Camp Verde and Interstate 17 to Flagstaff, Prescott and Phoenix. They have a constant flow of traffic and it is where a majority of their major accidents occur. Main Street in Cottonwood is approximately 3 miles and runs through the older district of Cottonwood and is a connector road to Clarkdale and 89A to Jerome and Prescott.

Cottonwood Police Department Problem:

The City of Cottonwood has only 13 traffic signal light, but still has the same issues as any other big city. The City of Cottonwood averages 1-2 fatalities per year at these intersections, but with the increase of traffic in the city this average is not going to remain unless traffic enforcement is increased.

The City of Cottonwood has one (1) high school, one (1) junior high school, three (3) elementary schools and several charter and private schools. The Cottonwood Police Department and the C.O.P.s (Citizens On Patrol) make a point of being at most of these locations at the beginning of the school year to remind the community that school is back in session and to be alert to the children, school buses and more vehicle traffic. Unfortunately, the Cottonwood Police Department does not have the manpower to continue this type of enforcement throughout the school year. The Cottonwood Police Department would like to do more school zone enforcement, along with school bus stop violations.

One of the problems facing the Cottonwood Police Department is having limited resources and manpower available to address traffic related issues in this growing community. In order to conduct Selective Traffic Enforcement details, the Cottonwood Police Department is in need of

additional manpower. The Cottonwood Police Department's manpower is limited, so the majority of these different enforcement details are done through overtime.

Cottonwood Police Department Attempts to Solve Problem:

The City of Cottonwood has only 13 traffic signals, but still has the same issues as any other big city, Red Light Running. The City is very lucky to have an average of 1-2 fatalities per year at these intersections, but with the increase of traffic in the City this average is not going to remain unless traffic enforcement is increased.

The City of Cottonwood has one (1) high school, one (1) junior high school, three (3) elementary schools and several charter and private schools. The Cottonwood Police Department and the C.O.P.s (Citizens On Patrol) make a point of being at most of these locations at the beginning of the school year to remind the community that school is back in session and to be alert to the children, school buses and more vehicle traffic. Unfortunately, the Department does not have the manpower to continue this type of enforcement throughout the school year. The Department would like to do more school zone enforcement, along with school bus stop violations.

What Cottonwood Police Department is Being Funded:

Federal 402 funds will support Personnel Services (overtime) and Employee Related Expenses (ERE) to enhance traffic related enforcement throughout the City of Cottonwood.

How the Cottonwood Police Department will Solve Problem with Funding:

The requested funds will support the Personnel Services (overtime) and Employee Related Expenses (ERE) to conduct high visibility select traffic enforcement. It is the Department's objective to hold each of these details at least once a month throughout Yavapai County.

The funds being requested for the Selective Traffic Enforcement details would be used to enforce red light, school zone and school bus stop violations. It will also allow the Cottonwood Police Department to have more manpower in busy residential areas during high traffic times. Since most of the selective enforcement is not scheduled around specific dates or holidays the officers can be very flexible when picking their days, the amount of manpower and hours used.

The Cottonwood Police Department will carry out an enforcement and public awareness program. The Cottonwood Police Department agrees that the key to a long-term solution to the problem of impaired and arrant drivers is education. The Cottonwood Police Department will actively participate in a public information and education campaign using both the electronic and printed media. The Cottonwood Police Department will design these, to heighten the awareness of the public to the hazards of excessive speed, aggressive driving, seatbelt and child restraint violations.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2009)	TWO YEARS AGO (2008)	THREE YEARS AGO (2007)
TOTAL FATAL COLLISIONS	2	0	1
TOTAL INJURY COLLISIONS	37	9	158
TOTAL COLLISIONS INVESTIGATED	N/R	N/R	N/R
ALCOHOL-RELATED FATALITIES	1	0	0
ALCOHOL-RELATED INJURIES	3	2	2
SPEED-RELATED FATALITIES	0	0	0
SPEED-RELATED INJURIES	23	89	46
PEDESTRIAN FATALITIES	1	0	0
PEDESTRIAN INJURIES	7	2	5
BICYCLE FATALITIES	0	0	0
BICYCLE INJURIES	4	5	4
TOTAL AGENCY CITATIONS	N/R	N/R	N/R
CHILD SAFETY SEAT CITATIONS	12	15	24
SEAT BELT CITATIONS	73	98	37
SPEED CITATIONS	293	458	336
RED LIGHT RUNNING CITATIONS	67	70	64
DUI ALCOHOL ARRESTS – 21 AND OVER	32	119	126
DUI-DRUG ARRESTS – 21 AND OVER	19	40	14
DUI ALCOHOL ARRESTS – UNDER 21	78	41	8
DUI-DRUG ARRESTS – UNDER 21	23	6	1
YOUTH ALCOHOL VIOLATIONS - TITLE 4	297	352	91

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (overtime) and Employee Related Expenses (ERE) to enhance selective traffic enforcement throughout the City of Cottonwood. The following goals and objectives shall be accomplished as a result of this funding:

- To reduce the total number of persons killed in traffic collision by December 31, 2011.
- To reduce the total number of persons injured in traffic collisions 20% from the calendar 2009 base year total of 37 to 30 by December 31, 2011.
- To reduce the total number of fatal intersection collisions by December 31, 2011.
- To reduce the total number of injury intersection collisions by December 31, 2011.
- To maintain the total number of fatal speed related collisions by December 31, 2011.
- To maintain the total number if injury speed related collisions by December 31, 2011.

METHOD OF PROCEDURE:

The Cottonwood Police Department will implement the following strategies to meet the outlined goals and objectives:

- To improve the enforcement of traffic safety laws intended to reduce death, injury and property damage and promote roadway safety, by strict and consistent enforcement.
- Identify most dangerous roads (Speed-related Issues) within specific geographic area respective community. Deploy enforcement efforts based upon identification process.
- Include speed and traffic enforcement as part of other enforcement programs (i.e., DUI and occupant protection).
- Partner with other city, county, tribal and state police agencies to develop multi-agency enforcement task forces for multi-jurisdictional traffic saturations that provide primary focus to traffic law violations in connected communities within the same county.
- Provide public information and education on the effects of excessive vehicle speed and hazardous traffic violations.
- Train officers in speed measurement devices through certified courses.
- To conduct two (2) highly publicized red light running enforcement operations by September 30, 2011.

- To conduct 2 (two) training presentations for DUI, occupant restraints etc., by September 30, 2011.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Cottonwood Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objective has been met.

The Project Director shall submit a Quarterly Narrative Report to the Governor's Office of Highway Safety at **the end of each calendar quarter during the project period**. These reports shall reflect quarterly accomplishments, progress, and status of the project. At select times during the project period, specific information may be requested by State and Federal officials. The Project Director shall be required to supply this information within a reasonable time period as set forth in a request.

Note: Failure to comply with the quarterly report requirements may result in withholding of federal funds or termination of the contract.

Report Schedule

Reporting Period	Due Date
October 1, 2010 to December 31, 2010	January 15, 2011
January 1, 2011 to March 31, 2011	April 15, 2011
April 1, 2011 to June 30, 2011	July 15, 2011
July 1, 2011 to September 30, 2011	October 30, 2011 "Final Statement of Accomplishment"

The Quarterly Narrative Report shall be submitted in writing to the Governor's Office of Highway Safety (electronic and handwritten reports will not be accepted) and shall include at a minimum:

- Addressing Goals and Objectives
- Addressing Strategies and Method of Procedure
- Status of procurement process
- Status of fiscal expenditures
- Specific problem areas encountered and solutions identified (if applicable)
- Public information and education activities

- Electronic and printed media activities (include newspaper clippings)
- Presentations
 - School, Community Meetings, Health/Safety Fairs, etc.
- Photograph of capital outlay equipment
- Multi agency task force activities
 - Participation in speed details, sobriety checkpoints, saturation patrols, etc.
- Completed Quarterly Summary Report

Each respective police agency will be provided with a Daily Enforcement Report to provide assistance in accumulation of statistical data for the required Quarterly Report. A copy of each report is attached. **Note:** The Quarterly Summary Report must be included with each Quarterly Report and Final Statement of Accomplishment.
- A comparison of property damage, injury and fatal crash statistics for current reporting period to the previous year's crash statistics for the same time period.

The Project Director shall submit a Final Report entitled "Final Statement of Accomplishments" at completion of the contract to include all financial, performance, and other reports as required within thirty (30) days of the completion of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Jody Fanning, Chief, Cottonwood Police Department, shall serve as Project Director.

Christine Christensen, Cottonwood Police Department, shall serve as Project Administrator.

Amy Wozniak, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of

each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project under Schedule C, IIB.

The 10 percent retention, Schedule C, IIA, is waived.

PROJECT MONITORING:

Representatives of the Governor's Office of Highway Safety will monitor the project either on-site, by telephone, and/or through electronic communication during the life of the contract, and/or lifespan of equipment.

PROJECT PERIOD

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract.

Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$8,000.00
II.	Employee Related Expenses	\$1,600.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Other Expenses	\$0.00
VIII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$9,600.00

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Cottonwood Police Department shall absorb expenditures in excess of \$9,600.00.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month Day Year

Contract Number: 2011-PT-021

Description	Contract Activity	PD Total	Description	Contract Activity	PD Total
Alcohol-Related Fatalities			DUI- Total Arrests		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 and over		
Total Collisions Investigated			DUI-Drug Arrests – 21 and over		
Speed-Related Fatalities			Average BAC – 21 and over		
Speed Related Injuries			DUI Alcohol Arrests – under 21		
Pedestrian Fatalities			DUI-Drug Arrests – under 21		
Pedestrian Injuries			Average BAC – under 21		
Bicycle Fatalities			Youth Alcohol Violations Title 4		
Bicycle Injuries			Total Extreme DUI .15+ Arrests		
Total Agency Citations			Total Aggravated DUI Arrests		
Seat Belt Citations			Total Contacts		
Child Safety Seat Citations			Sober Designated Drivers Contacted		
Red Light Citations					
Speed Citations					

***Do not total Extreme, Aggravated DUI, and DUI arrests. Document the total and percentage of all DUI arrests are Extreme and Aggravated.**

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

Contract Number: 2011-PT-021

Description	Contract Activity	PD Total	Description	Contract Activity	PD Total
Alcohol-Related Fatalities			DUI- Total Arrests		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 and over		
Total Collisions Investigated			Average BAC – 21 and over		
Speed-Related Fatalities			DUI Alcohol Arrests – under 21		
Speed Related Injuries			DUI-Drug Arrests – under 21		
Pedestrian Fatalities			Average BAC – under 21		
Pedestrian Injuries			Youth Alcohol Violations Title 4		
Bicycle Fatalities			Total Extreme DUI .15+ Arrests		
Bicycle Injuries			Total Aggravated DUI Arrests		
Total Agency Citations			Total Contacts		
Seat Belt Citations			Sober Designated Drivers Contacted		
Child Safety Seat Citations					
Red Light Citations					
Speed Citations					

***Do not total Extreme, Aggravated DUI, and DUI arrests. Document the total and percentage of all DUI arrests are Extreme and Aggravated.**

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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HIGHWAY SAFETY CONTRACT

SCHEDULE C

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SCHEDULE C

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. Ten percent (10%) of the claim amount can be maintained by STATE until satisfactory conclusion of the Contract.

- B. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".
- C. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 and any checklist attached to Schedule B will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 99-4

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 99-4, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 99-4 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more

employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. ***Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):***

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. ***Agency's Fiscal Contact:***

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Jody Fanning, Chief
Cottonwood Police Department

***Signature of Authorized Official of
Governmental Unit:***

Doug Bartosh, City Manager
City of Cottonwood

Date

Telephone

Date

Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402, and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PT, Task 1, as approved for by the National Highway Traffic Safety Administration.

- | | | | | |
|----|-----------|------------------------|-----------|-----------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
|----|-----------|------------------------|-----------|-----------------------|

Authorization to Proceed Date

\$9,600.00

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: October 5, 2010
Subject: **Governor's Office of Highway Safety Grant
Contract Number: 2011-AL-027 DUI Task Force Overtime**
Department: Police Department
From: Jody Fanning, Chief of Police

REQUESTED ACTION

Acceptance of the City Manager and Chief of Police signing the attached GOHS contract to provide \$12,000.00 for overtime expenses that will be incurred from October 1, 2010 through September 30, 2011 for DUI Task Force Details

If the Council desires to approve this item the suggested motion is:

"I move to approve the Governor's Office of Highway Safety Grant, Contract Number 2011-AL-027, and authorize the City Manager and Police Chief to sign said contract."

BACKGROUND

The Governor's Office of Highway Safety (GOHS) has consistently provided the City of Cottonwood Police Department (CPD) with grant opportunities, providing funding of many thousands of dollars, on numerous occasions. Two (2) years ago CPD received funding to purchase the Mobile Command Vehicle and it has been a valuable assist to the Department. Also, GOHS has funded overtime for DUI Task Force Saturation Details and Check-Points for several years. The DUI Task Force Patrols focus on day to day DUI patrols (Saturation Details) as well as targeting special holiday patrols, i.e. prom night, graduation, thanksgiving weekend, new years eve, etc., when Check-points are usually setup. This funding is the only way CPD is able to participate in these special patrols.


JUSTIFICATION/BENEFITS/ISSUES


Signature is required before further evaluation and award of funds can occur. This funding is significant in that it will cover \$12,000 worth of overtime expenses incurred during DUI patrols. This funding allows us to participate in DUI task force patrols and check-points within our jurisdiction as well as allows us to participate in Multi-Agency Task Force activities by covering the monetary expense. Without this funding the Department would not be able to hold the DUI Task Force details

COST/FUNDING SOURCE

Governor's Office of Highway Safety

REVIEWED BY:

City Manager: 

City Attorney: 

ATTACHMENTS

Contract Number 2011-AL-027

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual, and the Schedules A, B, and C, attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless deviation is authorized in writing by the Governor's Highway Safety Representative.

PART I.		CFDA 20.600
1. APPLICANT AGENCY Cottonwood Police Department	GOHS CONTRACT NUMBER 2011-AL-027	
ADDRESS 199 South 6 th Street, Cottonwood, Arizona 86326	PROGRAM AREA - AL TASK - 1	
2. GOVERNMENTAL UNIT City of Cottonwood	AGENCY CONTACT Christine Christensen	
ADDRESS 827 N. Main St, Cottonwood, Arizona 86326	3. PROJECT TITLE DUI Enforcement,	
4. GUIDELINES 402 –Alcohol		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Personnel Services (overtime) and Employee Related Expenses (ERE) to enhance DUI enforcement throughout the City of Cottonwood and Yavapai County.		
6. BUDGET	Project Period FY 2011	
COST CATEGORY		
I. Personnel Services	\$10,000.00	
II. Employee Related Expenses	\$2,000.00	
III. Professional and Outside Services	0.00	
IV. Travel In-State	0.00	
V. Travel Out-of-State	0.00	
VI. Materials and Supplies	0.00	
VII. Other Expenses	0.00	
VIII. Capital Outlay	0.00	
TOTAL ESTIMATED COSTS	\$12,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2011
CURRENT GRANT PERIOD	FROM: 10-01-2010	TO: 09-30-2011
TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$12,000.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:

Cottonwood Police Department Background:

The City of Cottonwood encompasses approximately 714 square miles and is located in Yavapai County which encompasses approximately 8800 square miles. It is the largest city in the Verde Valley and is a growing community that serves as the hub of the Verde Valley. The City of Cottonwood has a population of more than 10,000 with the Verde Villages bringing in another 11,000 people. Along with the growth in population in the area, there is also a steady growth of tourism. Tourism during big event weekends, can increase the City's population by 10% to 20%. The City serves this entire population whether they live within or outside the City limits and the Police Department also assists these other agencies that consist of Clarkdale Police Department, Jerome Police Department and Yavapai County Sheriff's Office.

The Cottonwood Police Department consists of 31 sworn officers 17 civilian personnel and 11 volunteers. To keep up with the continued growth of our area, the Department takes an innovative approach to police services and strive to remain proactive in our efforts.

Cottonwood Police Department Problem:

The State of Arizona has a strong enforcement and earned media programs in place for reducing alcohol-related fatal crashes. Unfortunately, impaired drivers continue to be a serious problem in the City of Cottonwood and the surrounding areas. Although, in reviewing data from the Fatality Analysis Reporting System (FARS) it is showing a decrease in alcohol-related fatalities in Arizona. FARS data shows that the totals of both single and multiple vehicle fatal accidents that are alcohol related in 2005 were 332. In 2006 they increased to 342, in 2007 they decreased to 298 and finally in 2008 they decreased to 235. This is approximately a 40% decrease since 2005. In order to keep these numbers decreasing, the Department needs to continue with 1 to 2 DUI Task Force Saturation details per month and Checkpoint Details at least once per quarter, along with the constant media attention to drunk drivers.

Cottonwood Police Department's Attempts to Solve Problem:

The City of Cottonwood along with the Tri City DUI Task Force has held many enforcement activities throughout the years. They have at least one (1) a month, but try to participate in two (2) details. The amount of DUI Details per month has to do with the amount of overtime funding the Department has in its budget from grant funding. This grant proposal is requesting for overtime funds for off-duty select traffic enforcement and holiday DUI Task Force operations which will be utilized by all officers wishing to conduct additional enforcement details focusing on traffic and DUI laws. Receiving these overtime funds will be the only way the Cottonwood Police Department will be able to participate in local area and Tri City DUI Task Force activities and saturation points.

What the Cottonwood Police Department is Being Funded:

Federal 402 funds will support Personnel Services (overtime) and Employee Related Expenses (ERE) to enhance DUI enforcement throughout the City of Cottonwood and Yavapai County.

How The Cottonwood Police Department Will Solve Problem With Funding:

The requested funds will support the Personnel Services (overtime) and Employee Related Expenses to conduct high visibility impaired driving enforcement programs. It is the Cottonwood Police Department's objective to hold impaired driving enforcement programs at least twice a month throughout Yavapai County.

DUI task force operations which will be utilized by all officers wishing to conduct additional enforcement details or participating in holiday DUI Task Force Details and they will be focusing on traffic and DUI laws. The Tri City Task Force will only be using officers and/or deputies that, at a minimum, are certified in Standardized Field Sobriety Testing (SFSTs), which is required if using the overtime through this contract.

The Cottonwood Police Department will carry out an enforcement and public awareness program. The Cottonwood Police Department agrees that the key to a long-term solution to the problem of impaired and arrant drivers is education. This program will actively participate in a public information and education campaign using both the electronic and printed media. The Cottonwood Police Department will design these to heighten the awareness of the public to the hazards of DUI's, as well as excessive speed, aggressive driving, seat belt and child restraint violations.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2009)	TWO YEARS AGO (2008)	THREE YEARS AGO (2007)
TOTAL FATAL COLLISIONS	2	0	1
TOTAL INJURY COLLISIONS	37	9	158
TOTAL COLLISIONS INVESTIGATED	N/R	N/R	N/R
ALCOHOL-RELATED FATALITIES	1	0	0
ALCOHOL-RELATED INJURIES	3	2	2
SPEED-RELATED FATALITIES	0	0	0
SPEED-RELATED INJURIES	23	89	46
PEDESTRIAN FATALITIES	1	0	0
PEDESTRIAN INJURIES	7	2	5
BICYCLE FATALITIES	0	0	0
BICYCLE INJURIES	4	5	4
TOTAL AGENCY CITATIONS	N/R	N/R	N/R
CHILD SAFETY SEAT CITATIONS	12	15	24
SEAT BELT CITATIONS	73	98	37
SPEED CITATIONS	293	458	336
RED LIGHT RUNNING CITATIONS	67	70	64
DUI ALCOHOL ARRESTS – 21 AND OVER	32	119	126
DUI-DRUG ARRESTS – 21 AND OVER	19	40	14
DUI ALCOHOL ARRESTS – UNDER 21	78	41	8
DUI-DRUG ARRESTS – UNDER 21	23	6	1
YOUTH ALCOHOL VIOLATIONS - TITLE 4	297	352	91

***Do not total Extreme, Aggravated DUI, and DUI arrests. Document the total and percentage of all DUI arrests are Extreme and Aggravated.**

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (overtime) and Employee Related Expenses (ERE) to enhance DUI enforcement throughout the City of Cottonwood and Yavapai County. The following goals and objectives shall be accomplished as a result of this funding:

- Increase enforcement capabilities by implementing additional personnel (overtime) to participate in DUI activities.
- To maintain the number of alcohol-involved traffic fatalities from the calendar 2009 base year by December 31, 2011.
- To maintain the number of alcohol-involved traffic injuries from the calendar 2009 base year total by December 31, 2011.
- To increase total department-wide DUI arrests by **30%** from the calendar 2009 base year total of **52 to 197** by December 31, 2011.
- To conduct **6** DUI saturation patrols and participate in an additional **6** DUI Task Force Operations by September 30, 2011.
- To conduct **(2)** DUI training sessions for enforcement personnel by September 30, 2011.
- To work closely with community based organizations to promote traffic safety programs at both the neighborhood and community level by September 30, 2011.
- To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI in terms of money, criminal and human consequences.**
- To develop a operational plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program

METHOD OF PROCEDURE:

The Cottonwood Police Department will implement the following strategies to meet the outlined goals and objectives:

- Implement a system of programs to deter alcohol/drug impaired driving, which will include aggressive enforcement of current laws, as well as visible and aggressive prosecution of violators.
- Develop DUI enforcement projects that will provide highly visible patrols and selective enforcement methods utilizing up-to-date field sobriety techniques.

- Include DUI enforcement as part of other enforcement programs.
- Develop comprehensive community traffic safety prevention projects that employ collaborative efforts in the development and execution of strategic information and education campaigns targeting youth and adults, and focusing specific attention to those who engage in high-risk behaviors.
- Provide traffic safety training for enforcement officers, prosecutors, and judges to facilitate in the arrest, prosecution, and adjudication of alcohol and/or drug impaired drivers.
- Develop public information and educational campaigns to raise awareness specific to Arizona's goals and objectives in reducing fatalities and collisions. These activities shall include print, radio, television, on-line electronic and other possible innovative projects.
- Work in correlation with the statewide GOHS funded traffic safety prosecutor that is available to all police agencies and adjudicating prosecuting attorney's offices, particularly for cases that may set a state precedent.
- Provide training opportunities for laboratory technicians, law enforcement and prosecutors on use of current technology and new phlebotomy projects.
- Participation is mandatory in multi-agency task forces, specifically the statewide Arizona DUI Task Forces. The mission of these Task Forces is to *"Unite Arizona communities to implement a coordinated public information and education campaign along with combined DUI enforcement activities with an emphasis on holidays and specific event days throughout the year."*

And, in addition, it is the responsibility of the Cottonwood Police Department to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 1000 hours the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being denied.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

Original Purpose of Equipment:

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Cottonwood Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual and Schedule C, Section X. Additionally, the Cottonwood Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Cottonwood Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objective has been met.

The Project Director shall submit a Quarterly Narrative Report to the Governor's Office of Highway Safety at **the end of each calendar quarter during the project period**. These reports shall reflect quarterly accomplishments, progress, and status of the project. At select times during the project period, specific information may be requested by State and Federal officials. The Project Director shall be required to supply this information within a reasonable time period as set forth in a request.

Note: Failure to comply with the quarterly report requirements may result in withholding of federal funds or termination of the contract.

Report Schedule

Reporting Period	Due Date
October 1, 2010 to December 31, 2010	January 15, 2011
January 1, 2011 to March 31, 2011	April 15, 2011
April 1, 2011 to June 30, 2011	July 15, 2011
July 1, 2011 to September 30, 2011	October 30, 2011 "Final Statement of Accomplishment"

The Quarterly Narrative Report shall be submitted in writing to the Governor's Office of Highway Safety (electronic and handwritten reports will not be accepted) and shall include at a minimum:

- Addressing Goals and Objectives
- Addressing Strategies and Method of Procedure
- Status of procurement process
- Status of fiscal expenditures
- Specific problem areas encountered and solutions identified (if applicable)
- Public information and education activities
 - Electronic and printed media activities (include newspaper clippings)
 - Presentations
 - School, Community Meetings, Health/Safety Fairs, etc.
- Photograph of capital outlay equipment
- Multi agency task force activities
 - Participation in speed details, sobriety checkpoints, saturation patrols, etc.
- Completed Quarterly Summary Report

Each respective police agency will be provided with a Daily Enforcement Report to provide assistance in accumulation of statistical data for the required Quarterly Report. A copy of each report is attached. **Note:** The Quarterly Summary Report must be included with each Quarterly Report and Final Statement of Accomplishment.

- A comparison of property damage, injury and fatal crash statistics for current reporting period to the previous year's crash statistics for the same time period.

The Project Director shall submit a Final Report entitled "Final Statement of Accomplishments" at completion of the contract to include all financial, performance, and other reports as required within thirty (30) days of the completion of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Jody Fanning, Chief, Cottonwood Police Department, shall serve as Project Director.

Christine Christensen, Cottonwood Police Department, shall serve as Project Administrator.

Amy Wozniak, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement may be cause to terminate the project under Schedule C, IIB.

The 10 percent retention, Schedule C, IIA, is waived.

PROJECT MONITORING:

Representatives of the Governor's Office of Highway Safety will monitor the project either on-site, by telephone, and/or through electronic communication during the life of the contract, and/or lifespan of equipment.

PROJECT PERIOD

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

Failure to comply may result in cancellation of the contract.

Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$10,000.00
II.	Employee Related Expenses	\$2,000.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Other Expenses	\$0.00
VIII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$12,000.00

*Includes all applicable training, tax, freight, and advertising costs. This is the maximum amount to be reimbursed. It is agreed and understood that the Cottonwood Police Department shall absorb expenditures in excess of \$12,000.00.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

Month Day Year

Contract Number: 2011-AL-027

Description	Contract Activity	PD Total	Description	Contract Activity	PD Total
Alcohol-Related Fatalities			DUI- Total Arrests		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 and over		
Total Collisions Investigated			DUI-Drug Arrests – 21 and over		
Speed-Related Fatalities			Average BAC – 21 and over		
Speed Related Injuries			DUI Alcohol Arrests – under 21		
Pedestrian Fatalities			DUI-Drug Arrests – under 21		
Pedestrian Injuries			Average BAC – under 21		
Bicycle Fatalities			Youth Alcohol Violations Title 4		
Bicycle Injuries			Total Extreme DUI .15+ Arrests		
Total Agency Citations			Total Aggravated DUI Arrests		
Seat Belt Citations			Total Contacts		
Child Safety Seat Citations			Sober Designated Drivers Contacted		
Red Light Citations					
Speed Citations					

***Do not total Extreme, Aggravated DUI, and DUI arrests. Document the total and percentage of all DUI arrests are Extreme and Aggravated.**

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

Contract Number: 2011-AL-027

Description	Contract Activity	PD Total	Description	Contract Activity	PD Total
Alcohol-Related Fatalities			DUI- Total Arrests		
Alcohol-Related Injuries			DUI Alcohol Arrests – 21 and over		
Total Collisions Investigated			DUI-Drug Arrests – 21 and over		
Speed-Related Fatalities			Average BAC – 21 and over		
Speed Related Injuries			DUI Alcohol Arrests – under 21		
Pedestrian Fatalities			DUI-Drug Arrests – under 21		
Pedestrian Injuries			Average BAC – under 21		
Bicycle Fatalities			Youth Alcohol Violations Title 4		
Bicycle Injuries			Total Extreme DUI .15+ Arrests		
Total Agency Citations			Total Aggravated DUI Arrests		
Seat Belt Citations			Total Contacts		
Child Safety Seat Citations			Sober Designated Drivers Contacted		
Red Light Citations					
Speed Citations					

***Do not total Extreme, Aggravated DUI, and DUI arrests. Document the total and percentage of all DUI arrests are Extreme and Aggravated.**

HIGHWAY SAFETY CONTRACT

SCHEDULE C

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HIGHWAY SAFETY CONTRACT

SCHEDULE C

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SCHEDULE C

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. Ten percent (10%) of the claim amount can be maintained by STATE until satisfactory conclusion of the Contract.

- B. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".
- C. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- D. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 and any checklist attached to Schedule B will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 99-4

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 99-4, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 99-4 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more

employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. ***Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):***

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. ***Agency's Fiscal Contact:***

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in Schedules A, B, and C and the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Jody Fanning, Chief
Cottonwood Police Department

***Signature of Authorized Official of
Governmental Unit:***

Doug Bartosh, City Manager
City Of Cottonwood

Date Telephone

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402, and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-AL, Task 1, as approved for by the National Highway Traffic Safety Administration.

- 2.**
- | | | | | | |
|--|-----------|------------------------|--|-----------|-----------------------|
| | A. | EFFECTIVE DATE: | | B. | FEDERAL FUNDS: |
|--|-----------|------------------------|--|-----------|-----------------------|

Authorization to Proceed Date

\$12,000.00

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: October 05, 2010

Subject: Governor's Office Public Safety Stabilization Funding through the Governor's Office of Economic Recovery

Department: Police Department

From: Jody Fanning, Chief of Police

REQUESTED ACTION

Requesting ratification of the submittal of a Governor's Office of Public Safety Stabilization Funding grant proposal, requesting funds in the amount of \$70,400.00, to purchase two fully equipped patrol vehicles and AIMS accident/crime scene diagramming equipment and software.

If the Council desires to approve this item the suggested motion is:

I move to ratify the submittal of the Governor's Office Public Safety Stabilization Funding grant proposal, requesting funds in the amount of \$70,400.00, to purchase two fully equipped patrol vehicles and AIMS accident/crime scene diagramming equipment and software.

BACKGROUND

The Governor's Office of Economic Recovery has authorized the utilization of State Fiscal Stabilization Funds (SFSF) allocated from the American Recovery and Reinvestment Act (ARRA) of 2009 to fund the Public Safety Stabilization Program. These funds must be used to support the capacity of local public safety agencies to provide basic public safety activities during this unprecedented economic recession. The equipment being requested is two patrol vehicles equipped with in-car radar and camera systems. Also requested is AIMS accident and crime scene diagramming equipment and software.

JUSTIFICATION/BENEFITS/ISSUES

This funding will allow the Department to purchase equipment to continue our strict enforcement of DUI violations. Due to budget shortfalls, the police department has been unable to purchase patrol vehicles for the 2010-2011 budget year. In bypassing this vehicle purchase, the police department will fall behind on our vehicle turnover schedule which will cause us to expend additional money on vehicle maintenance costs. We are requesting funding to allow for the addition of two fully equipped patrol

vehicles, complete with radar and an in-car camera system to record our DUI stops and other traffic related activity. We are estimating the cost for these two vehicles to be a total of \$60,000.

In conjunction with the above listed vehicle request, Cottonwood Police Department is requesting the purchase of AIMS accident diagramming equipment and software. This equipment will assist in the recording and diagramming of DUI accident scenes and /or crime scenes for documentation and future prosecution. AIMS equipment can readily translate complex accident scenes into usable information. It allows for visually demonstrating a real life event.

Due to budget constraints, this type of useful and modern equipment has been removed from previous budget requests. The cost for complete AIMS equipment and software is approximately \$10,400.


A goal of Cottonwood Police Department is to reduce the number of DUI drivers and DUI related accidents within the city limits and surrounding Verde Valley area by 10%. To accomplish this goal we would require vehicles that are roadworthy and properly equipped.

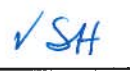
The mission of Cottonwood Police Department is to be innovative in effectively improving the quality of life for the residents of Cottonwood. Cottonwood Police Department strives to be a leader in DUI enforcement and prosecution. The addition of the aforementioned police vehicles and related equipment will help to bolster our success.

COST/FUNDING SOURCE

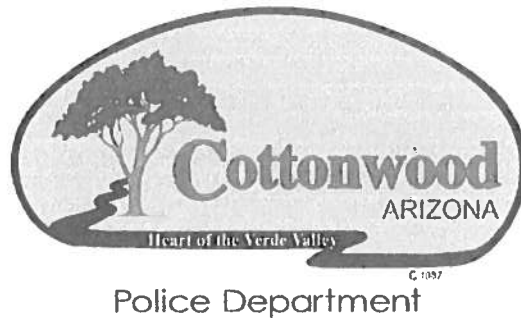
This grant, if totally funded, will not be of any cost to the City of Cottonwood. There are no matching funds needed.

REVIEWED BY:

City Manager: 

City Attorney: 

ATTACHMENTS



September 14, 2010

Governor's Office of Economic Recovery
Attn: Dina Martinez
1700 West Washington, Suite 300
Phoenix, AZ 85007

Dear Dina Martinez:

Cottonwood Police Department is requesting consideration for an award of \$70,400 in Public Safety Stabilization funding. The Cottonwood Police Department is a small agency with 32 sworn officers. We pride ourselves on aggressive DUI enforcement activity. For more than five years we have received the GOHS grant to fund overtime for DUI patrols and we routinely participate in interagency DUI task forces. In 2009 Cottonwood Police Officer Cory Shilling was recognized by MADD as their officer of the year and in 2008 Officer Matt Watson received this award.

The budget for Cottonwood Police Department is \$3,442,620. This is a 4.26% reduction over last year's budget. With the economic downturn in 2008, Cottonwood Police Department has been forced to do the same amount of work but with a reduced budget. This is not unlike every other state, county and municipal police agency.

In this fiscal year, the City of Cottonwood was unable to budget any capital expenditures for police vehicle replacement. Therefore we are again spending more money in maintenance costs. In fiscal year 2009-2010 the Cottonwood Police Department went over the vehicle maintenance budget by 78%. At the beginning of fiscal year 2010-2011 the department had to expend funds immediately to perform required maintenance. Currently we have expended over 25% of our maintenance budget and we have not yet completed our first quarter.

Cottonwood Police Department depends on its volunteer group, COPs, to assist with the two-hour round trip required to transport juvenile offenders to the Prescott Juvenile Detention facility. Recently, on one such occasion our volunteer had to stop the transport 20 miles from the City due to vehicle engine failure. The vehicle had to be towed back to the repair shop and another vehicle was required to respond to the scene. Were it not for our volunteers, this incident would have been a tremendous strain on our already dwindling pool of officers and overtime resources.

Cottonwood Police Department is requesting funding to allow for the addition of two fully equipped patrol vehicles, complete with radar and an in-car camera system to record our DUI stops and other traffic related activity. We are estimating the cost for these two vehicles to be a total of \$60,000.


In conjunction with the above listed vehicle request, Cottonwood Police Department is requesting the purchase of AIMS accident diagramming equipment and software. This equipment will assist in the recording and diagramming of DUI accident scenes and /or crime scenes for documentation and future prosecution. AIMS equipment can readily translate complex accident scenes into usable information. It allows for visually demonstrating a real life event.

Due to budget constraints, this type of useful and modern equipment has been removed from previous budget requests. The cost for complete AIMS equipment and software is approximately \$10,400.

A goal of Cottonwood Police Department is to reduce the number of DUI drivers and DUI related accidents within the city limits and surrounding Verde Valley area by 10%. To accomplish this goal we would require vehicles that are roadworthy and properly equipped.

The mission of Cottonwood Police Department is to be innovative in effectively improving the quality of life for the residents of Cottonwood. Cottonwood Police Department strives to be a leader in DUI enforcement and prosecution. The addition of the aforementioned police vehicles and related equipment will help to bolster our success. We are therefore asking to be considered for an award of \$70,400 in Public Safety Stabilization funding to purchase these items.

Sincerely,



Jody Fanning
Chief of Police

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: October 5, 2010

Subject: Sludge Hauling Contract Renewal

Department: Utilities

From: Dan Lueder

REQUESTED ACTION

Consider approval of the second and final renewal of the sanitary sewer sludge-hauling contract.

If the Council desires to approve this item the suggested motion is:

I move to approve the second renewal of the sludge-hauling contract with D&K Farming Enterprises with a three percent (3%) increase in pricing and authorize the Mayor to execute the contract for these services.

BACKGROUND

The Cottonwood City Council awarded the current contract for sludge hauling and disposal to Southwest Land Reclamation in June of 2008 as the result of a competitive bidding process. The contract called for an initial one-year term followed by two additional one-year extensions at Council discretion. In December of 2008, Southwest Land Reclamation was sold to D&K Farming Enterprises and under the terms of the sludge-hauling contract, D&K assumed the contract. D&K requested the contract be renewed for the first yearly extension and the council approved the first renewal to the contract. D&K has performed well and in accordance with the terms of the contract and has requested the second and final renewal to the contract. They did not request a price increase for the first renewal of this contract but are asking for a 3% increase for this renewal. They have cited an increase in operational costs and their request is in line with the three percent annual increase allowed by the sludge hauling contract. Staff recommends that Council approve the second extension to the contract and an increase in the cost from \$350 to \$360.50 per pull and \$20.10 to \$20.70 per ton for land application. This second renewal of this contract would be effective until June of 2011 at which time the sludge hauling and disposal services would be re-bid.

JUSTIFICATION/BENEFITS/ISSUES

The City's Wastewater Treatment Plant is required by State and Federal regulations to dispose of its wastewater sludge subsequent to it being de-watered through the centrifuge process. Disposal of wastewater sludge is a complex process, which must comply with numerous State and Federal regulations. An alternative to land application/land filling of the sludge would be to further process the sludge into compost, which could potentially be marketed for sale. To produce the compost which would meet the regulations for marketing would require an extensive and expensive retrofit of the existing wastewater treatment plant. That coupled with an uncertain market for the processed compost does not make this a viable option at this time because after going through the composting process, the City could still be required to utilize landfill disposal for the composted sludge.

COST/FUNDING SOURCE

Wastewater operations fund

REVIEWED BY:

City Manager: 

City Attorney: 

ATTACHMENTS

Renewal request letter

Contract renewal

D&K Farming Enterprises, LLC

18107 W. Dunlap Road, Goodyear, AZ 85338

(623) 877-2638

September 8, 2010

City of Cottonwood Utilities Department
Wastewater Division
1480 W. Mingus Avenue
Cottonwood, AZ 86326

Re: Extension of sludge hauling and disposal contract

Dear Debbie,

D&K Farming Enterprises, LLC does wish to extend our contract with the City of Cottonwood for sludge removal and disposal. As per the contract terms, we request a rate increase by 3% which will bring the price per ton to \$20.71 and the price per load to \$360.50. We did not increase the price on the previous contract extension but the rising costs of labor, fuel and maintenance require us to do so at this time. We will continue to calculate the fuel surcharge in the same way as the previous contract.

If you have any questions please call Donny at 602-228-2332.

Thank you,

Karri King
Owner/Manager, D&K Farming Enterprises, LLC

**CITY OF COTTONWOOD
UTILITIES DEPARTMENT**

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into this 5th day of October, 2010, by and between the City of Cottonwood a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the OWNER, and D & K Farming Enterprises L.L.C organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said CONTRACTOR, for and in consideration of the sum to be paid him by the said OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the Contract Documents provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I -- SCOPE OF WORK

The CONTRACTOR shall furnish a minimum of two (2) roll-off containers that meet the specifications of Article X of this Agreement, to the Cottonwood Wastewater Treatment Plant (WWTP), 1480 W. Mingus Avenue. Upon demand, the containers shall be picked-up from the wastewater plant and disposed of in compliance with the applicable portions Arizona Administrative Code (A.A.C) Title 18 Chapter 9, Article 10 and

1. 40 CFR 503 subpart C: for biosolids that are placed on the land (surface disposal) for the purpose of disposal (dedicated land disposal sites or monofills)
2. 40 CFR 258: for biosolids disposed of in municipal solids waste landfills; and
3. 40 CFR 257: for all biosolids use and disposal practices not covered under 40 CFR 258 or 503

ARTICLE II -- CONTRACT TIMES

- A. The Effective Term of this Agreement is from October 5, 2010, to June 30, 2011. This is the second of two additional one-year terms, subject to the availability of funds for the period beyond the current fiscal year and at the sole discretion of the Cottonwood City Council. If the Owner exercises its option to renew the agreement for an additional term, the successful bidder's compensation may be increased by up to three percent (3%) for the new term if successful bidder demonstrates to the Owner's satisfaction that its costs of providing the services contemplated under this request for bids have increased by that amount. In no case, however, shall any increase awarded exceed three percent (3%).

- B. Throughout its term this agreement may be cancelled by either party at the end of thirty (30) days after the receipt of written notice by the other party (written notice shall mean upon the receipt and signing of return mail). There shall be no penalty to the canceling party for such early termination nor shall the other party be entitled to any damages due to the early cancellation. In the event that the OWNER gives notice of cancellation, it shall only be responsible for paying any outstanding charges for work completed, in accordance with this agreement, no later than 5:00 pm, on the day following receipt of notice of cancellation.

ARTICLE III -- INDEMNIFICATION AND INSURANCE

- A. The CONTRACTOR assumes and agrees to hold harmless, indemnify and defend the OWNER, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions for recovery, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during or in consequence of the performance by the CONTRACTOR where such injury or damage is due to any defect in services delivered hereunder, or to the action or negligence of the CONTRACTOR, its employees, subcontractors, or agents. The OWNER assumes no liability, obligation, or responsibility of any nature, whatsoever, in connection with this contract except for payment of price or consideration as stated or referred to herein or allowed by law. The CONTRACTOR'S obligation under this section shall not extend to any liability caused by the sole negligence of the OWNER or its employees.
- B. The CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum insurance coverage in accordance with the Certificate of Insurance included in the Bid Package:
- B.1. Comprehensive general liability insurance with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence. The policy shall include coverage for bodily and personal injury, broad form property damage, blanket contractual, CONTRACTOR'S protective, and products and completed operations.
 - B.2. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of a Contract.
 - B.3. Worker's Compensation (statutory limits), and Employer's Liability Insurance (\$500,000 each occurrence).
- C. Additional insurance coverage may be required at the OWNER'S discretion where the services to be performed are deemed to be hazardous in nature.

- D. The policies required by section B.1. and B.2. shall name the OWNER, and its respective agents, officials, and employees as additional insured, and shall specify that the insurance afforded CONTRACTOR shall be primary insurance and that any insurance coverage carried by the OWNER or its employees shall be excess coverage and not contributory insurance to that provided by the CONTRACTOR. Said policy shall contain a severability of interests provision.
- E. Failure on the part of the CONTRACTOR to procure and maintain the required liability insurance and provide proof thereof to the OWNER within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of a Contract upon which the OWNER may immediately terminate the Contract. Prior to the effective date of the Contract, the CONTRACTOR shall furnish the OWNER with copies of the State of Arizona Certificate of Insurance (RM-7200.1), drawn in conformity with the above insurance requirements. The OWNER reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.

ARTICLE IV -- CANCELLATION OF AGREEMENT

Pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of one of the parties at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity, or a Consultant to any other party of the Contract with respect to the subject matter of the Contract.

ARTICLE V -- NON-DISCRIMINATION

The CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, and Federal Executive Order No. 11246, State Executive Order No. 94-4, and A.R.S. Section 41-1461 et. Seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have access to employment opportunities. The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The CONTRACTOR shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans With Disabilities Act of 1990, which prohibits discrimination on the basis of handicap in delivering contract services.

ARTICLE VI – COMPLIANCE WITH IMMIGRATION LAWS; E-VERIFY

As required by Arizona Revises Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) the Contractor warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify

program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the City. The City retains the legal right to inspect the papers of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

ARTICLE VII -- NOTICE

Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated below. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

D & K Farming Enterprises L.L.C

City of Cottonwood

c/o _____

c/o _____

ARTICLE VIII -- CHOICE OF LAW AND VENUE

Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State of Arizona and filed with the Arizona Superior Court of Yavapai County.

ARTICLE IX -- SEVERABILITY

If any part of this Contract shall be held unenforceable, the rest of the Contract will nevertheless remain in full force and effect.

ARTICLE X -- PAYMENT

The CONTRACTOR agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal. The proposal is attached hereto as Exhibit A. Payment for services shall be made by the OWNER within thirty (30) days after receipt of invoice. The CONTRACTOR will be utilized on an as needed basis with no guarantee regarding the amount or frequency of sludge to be hauled.

ARTICLE XI – SPECIFICATIONS

1. CONTRACTOR shall furnish two (2) roll-off containers, each capable of holding up to 10 tons of dewatered sludge. Per Arizona Administrative Code (A.A.C) Title 18 Chapter 9 Section 1011 (R18-9-1011), the CONTRACTOR shall use covered trucks, trailers, rail-cars or other vehicles that are leak proof.
2. The containers shall have steel rollers with appropriate outside to outside width so that the rollers track on existing steel plates affixed to the concrete. One container will be typically placed under the centrifuge. The second and third containers will be placed in locations directed by OWNER'S staff. The OWNER at its discretion, may require the use of plastic, disposable liners which the CONTRACTOR shall supply, that shall be easy to install and attach to the container,
3. CONTRACTOR must be able to pick-up loaded containers the same day if the order for pick-up is placed by 8:30 AM. CONTRACTOR must be able to pick-up at least two containers per day when requested.
4. The centrifuge machine is located on a second story with the container located directly below it. Dewatered sludge will fall from the centrifuge directly into the container. The container height can not exceed 8 feet 6 inches; the clearance is 9 feet 0 inches.
5. The WWTP staff shall complete a Bill of Lading for each load.
6. The OWNER shall notify the CONTRACTOR of all the CONTRACTORS requirements under A.A.C. Title 18 Chapter 9 Article 10 and Arizona Pollutant Elimination System (AZPDES) permit number AZ0024716.
7. The OWNER shall test the biosolids according to sections I.1.a , I. 2, I.6.e, I. 10 and I.11 of AZPDES permit number AZ0024716 to ensure that the quality of the biosolids remain below ceiling pollutant concentrations levels.
8. The OWNER shall supply the CONTRACTOR with documentation of Pathogen Reduction method as required by AZPDES permit number AZ0024716.
9. The CONTRACTOR shall supply the OWNER with records of the management practices and operational parameters used to achieve, Vector Attraction Reduction requirement Option 10 according to A.A.C. R18-9-1010. The CONTRACTOR shall report required information on a City of Cottonwood Land Application Biosolid Tracking Sheet.
10. The CONTRACTOR shall provide all information of land application sites to the OWNER as required by section L.5.a-f of AZPDES permit number AZ0024716 prior to February 19 of each year.

The CONTRACTOR assumes total liability for the sludge from the time it is loaded at the OWNER'S Wastewater Treatment Plant up to and through its proper disposal.

The CONTRACTOR shall secure and pay for all applicable Federal, State, County, or local permits and licenses, including a CITY BUSINESS LICENSE, and comply with all applicable Federal, State, County, or local laws, codes, ordinances, regulations, and safety standards.

ARTICLE XII-ASSIGNMENT

The OWNER and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

D & K Farming Enterprises L.L.C

Name

Date of Signing

Title

City of Cottonwood, Utilities Department

By: _____

Date of Signing

Attest:

Marianne Jimenez, Clerk City of Cottonwood

Approved as to form:

By: _____
Steve Horton, City Attorney

RESOLUTION NUMBER 2540

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, DECLARING THAT CERTAIN DOCUMENT ENTITLED "CITY OF COTTONWOOD BACKFLOW PROTECTION AND PREVENTION CODE" TO BE A PUBLIC RECORD.

WHEREAS, the Mayor and City Council of the City of Cottonwood, Yavapai County, Arizona, have determined that it is in the public interest to consider amending Title 13, Public Services, of the Cottonwood Municipal Code, by adding a new Section 13.28, relating to the protection of City's water system from backflow contamination through unprotected cross-connections, as recommended by City staff.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THAT:

Section 1: Declaration of Public Record. That certain document known as the "City of Cottonwood Backflow Protection and Prevention Code" is hereby declared to be a public record.

Section 2: Copies with City Clerk. Three copies of the aforementioned Code are ordered to remain on file with the City Clerk.

Section 3. Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA THIS 5TH DAY OF OCTOBER 2010.

Diane Joens, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

BACKFLOW PROTECTION AND PREVENTION CODE

Backflow prevention required.

- (a) An approved backflow prevention method shall be utilized or installed at every service connection to a customer's water system when the utility department, at its sole discretion, determines the potable water supplied by the public potable water system may be subject to contamination, pollution or other deterioration in sanitary quality by conditions within the customer's water system.
- (b) The backflow prevention method to be utilized or installed shall be determined by the utility department. The method required by the department shall be sufficient to protect against the potential degree of hazard, as determined by the department, to the public potable water supply from the customer's water system.

Hazard potential.

The degrees of hazard potential to the public potable water supply and system from a customer's water supply system shall be determined using the following hazard factors:

- (1) *Health:* Any condition, device or practice which in the judgment of the utility department, may create a danger to the health and well-being of the potable water consumers.
- (2) *Plumbing:* A plumbing type cross-connection that is not properly protected by an approved backflow prevention method.
- (3) *Pollution:* An actual or potential threat to the physical facilities of the public potable water supply system or to the public potable water supply which could constitute a nuisance or could cause damage to the system or its appurtenances.
- (4) *System:* An actual or potential threat which may cause damage to the physical facilities of the public potable water supply system or which may have a detrimental effect on the quality of the potable water in the system.

Backflow prevention methods; approved; list.

- (a) A backflow prevention method is any assembly or other means designed to prevent backflow. The following are the recognized backflow prevention methods which the utility department may require.
 - (1) *Air gap:* The unobstructed vertical distance through the free atmosphere between the opening of any pipe or faucet supplying potable water to a tank, plumbing fixture or other device and the flood level rim of said tank, plumbing fixture or other device.
An approved air gap shall be at least double the diameter of the supply pipe or faucet and in no case less than one (1) inch.

- (2) *Reduced pressure principle assembly (hereinafter "RP")*: An assembly containing two (2) independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves, below the first check valve. The assembly shall include properly located test cocks and tightly closing shut-off valves at each end of the assembly.
- (3) *Double check valve assembly (hereinafter "DC")*: An assembly composed of two (2) independently acting, approved check valves, including tightly closing shut-off valves located at each end of the assembly and fitted with properly located test cocks.
- (4) *Pressure vacuum breaker assembly (hereinafter "PVB")*: An assembly containing an independently operating, located check valve and an independently operating, loaded air inlet valve located on the discharge side of the check valve. The assembly shall be equipped with properly located test cocks and tightly closing shut-off valves located at each end of the assembly.

Backflow assembly installation requirements; location.

- (a) Backflow prevention assemblies shall be installed by the customer, at the customer's expense and in compliance with the standards and specifications adopted by the city, at the service connection. The assembly shall have a diameter at least equal to the diameter of the service connection.
- (b) The assembly shall be in an accessible location approved by the utility department. Backflow assemblies shall be installed above ground.

Inspections.

A customer's water system shall be available for inspection by authorized personnel of the utility department. The inspection shall be conducted to determine whether any cross-connections or other hazard potentials exist and to determine compliance with this article.

Test; maintenance; records.

- (a) The customer shall have a certified inspector test and service their backflow prevention assemblies at least once a year. If the testing reveals the assembly to be defective or in unsatisfactory operating condition, the customer shall have any necessary repairs performed, including replacement or overhaul of the assembly, if necessary, which will return the assembly to satisfactory operating condition. **Failure by the customer to have their backflow device test annually shall be grounds for discontinuance of water service.**
- (b) If the utility department or customer learns or discovers, during the interim period between tests, that an assembly is defective or in unsatisfactory operating condition, the

customer shall perform any necessary repairs, including replacement or overhaul of the assembly, if necessary, which will return the assembly to satisfactory operating condition.

- (c) Testing shall be performed by a person who is currently certified as a "general" tester by the California-Nevada Section of the American Water Works Association (CA-NV Section, AWWA), the Arizona State Environmental Technical Training (ASETT) Center, or other certifying authority approved by the Department.
- (d) The customer shall maintain records, on forms approved by the utility department, of the results of all tests and all servicing, repairs, overhauls or replacements of the backflow prevention assembly. A copy of the records shall be promptly submitted to the department after completion of the activity for which the record is made.

Modification of backflow prevention requirements.

If the utility department determines, after inspection of the customer's system, that a backflow prevention method less restrictive than that required in section 33-90 will provide adequate protection of the public potable water supply from the degree of hazard potential by the customer's water system, the department may, in its sole discretion, modify the requirements of section 33-90 accordingly.

Discontinuance of water service; notice.

- (a) The department may disconnect water service to any user who refuses entry or access to water department inspectors for inspection pursuant to section 49-65. Water service may also be disconnected if the customer fails to have their backflow prevention assembly tested and certified annually.
- (b) If the department discovers that a user has not installed a required backflow prevention assembly or that a backflow prevention assembly has been improperly tested or maintained, bypassed or removed, or that an unprotected cross-connection exists in the user's water system, the service connection shall be disconnected if the situation is not remedied within the time specified in the notice sent to the user as described in subsection (d) below. The service connection shall not be restored until the condition is remedied.
- (c) Prior to disconnecting any service connection because a condition set forth in subsection (a) above exists, the department shall send a notice, by certified mail, to the customer describing the condition and notifying the user that the condition must be remedied within thirty (30) days after mailing of the notice by the department. If such condition is not remedied within the thirty-day period, the department shall send a second notice, by certified mail, to the user notifying the customer that water service will be disconnected in ten (10) days if the condition is not remedied within such time period.

(d)

The department may disconnect, without notice, water service to any user when the department discovers that the user's water system is contaminating the public potable water supply.

Retroactive application.

(a)

The provisions of this division shall apply to all new and existing water customers.

(b)

Backflow prevention assemblies installed prior to enactment of this ordinance, and which do not comply with the requirements set forth in this division, shall be replaced with assemblies which comply with the standards set forth herein.

Plan review.

All backflow prevention assemblies which will be installed shall be shown and specified on all required building and engineering plans. City approval of the intended assembly installation is required prior to issuance of any building or engineering permit.

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: October 5, 2010

Subject: Backflow Protection and Prevention Ordinance

Department: City Attorney, Utilities

From: Steve Horton
Dan Lueder

REQUESTED ACTION

First reading of Ordinance Number 567, which will add a set of backflow contamination protection and prevention regulations to the City Code.

**If the Council desires to approve this item, the suggested motion is:
N/A. First Reading.**

BACKGROUND

Protection of potable water supplies from backflow contamination is regulated at the state level by Arizona Administrative Code R18-4-215. While it is not required that municipalities adopt local rules governing backflow protection, local regulation is explicitly allowed by the regulation, and many communities throughout the state that operate public water systems have chosen to do so.

Moreover, the lack of a local ordinance clarifying the City's duty and authority in this area appears to have created some confusion among customers, and has spawned one pending lawsuit.

The adoption of the ordinance as proposed should help clarify the City's duties, responsibilities and authority in this area, and will vest day to day authority and discretion to provide for and ensure the continued safety of the City's water supply in the City's Water Utility and its certified system operators, which is where that authority properly belongs.

JUSTIFICATION/BENEFITS/ISSUES

A public water system is required by the Arizona Administrative Code to protect its system from contamination caused by backflow through unprotected cross-connections by requiring

the installation and periodic testing of backflow-prevention assemblies. While adoption of a specific ordinance by a municipal water provider is not required, adoption of a local backflow ordinance as proposed should help reduce the confusion for water customers, and better enable the City's Water Utility to continue to protect the water system from backflow contamination, without imposing unnecessary and undue hardship on the system's customers.

COST/FUNDING SOURCE

N/A

REVIEWED BY:

City Manager: 

City Attorney: 

ATTACHMENTS

Ordinance Number 567

ORDINANCE NUMBER 567

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AMENDING THE COTTONWOOD CITY CODE BY ADDING A NEW SECTION 13.28, *BACKFLOW PROTECTION AND PREVENTION CODE*, TO TITLE 13.

WHEREAS, Arizona Administrative Code Section R18-4-215.A requires a public water system to protect its system from contamination caused by backflow through unprotected cross-connections by requiring the installation and periodic testing of backflow prevention assemblies; and

WHEREAS, Arizona Administrative Code Section R18-4-215.E provides that “[n]othing contained in this Section shall prevent a public water system from requiring the use of a higher level of protection than the level required by this subsection”; and

WHEREAS, Arizona Administrative Code Section R18-4-215.E.1 authorizes public water systems to make installation of required backflow prevention assemblies a condition of water service; and

WHEREAS, the City Council finds it necessary, appropriate, and in furtherance of the public health and safety to adopt specific local regulations to aid in the prevention of contamination of the public water supply through unprotected cross-connections and/or the failure of backflow prevention devices, and to vest all lawful and proper local authority and discretion over backflow protection and prevention in the City’s Water Utility; and

WHEREAS, those certain regulations collectively referred to as the *City of Cottonwood Backflow Protection and Prevention Code* were declared to be a public record on October 5, 2010 by Resolution Number 2540, which Resolution also provided that three copies of said Code were to remain on file with the City Clerk from and after that date.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That the *City of Cottonwood Backflow Protection and Prevention Code* is hereby approved and adopted in its entirety as if fully set forth in this Ordinance.

Section 2. That the *City of Cottonwood Backflow Protection and Prevention Code* shall be codified at Section 13.28 of the Cottonwood City Code.

Section 3. That the following provisions of the International Plumbing Code (2009 Edition), as previously adopted by the City Council are hereby repealed, and of no further force and effect: Section 312, *Inspection and Testing of Backflow Prevention Assemblies*; and Section 608.16.5, *Connections to Lawn Irrigation Systems*.

Section 4. That the following provisions of the International Residential Code for One- and Two-Family Dwellings (2009 Edition), as previously adopted by the City Council are hereby repealed, and of no further force and effect: Section P2503.8, *Inspection and Testing of Backflow Prevention Devices*; Section 2902.3, *Backflow Protection*; Section P2902.5.3, *Lawn Irrigation Systems*; and Section P2902.5.4, *Connections to Automatic Fire Sprinkler Systems*.

Section 5. That if any section, subsection, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE
MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS
____ DAY OF OCTOBER 2010.

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton, Esq.
City Attorney

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: October 5, 2010

Subject: Prosecution Services Contract

Department: Legal

From: Steve Horton

REQUESTED ACTION

Direction/authorization to solicit proposals from qualified attorneys or law firms to provide municipal court prosecution and code enforcement services; and to have a committee consisting of the City Attorney, City Clerk, Human Resources Manager, Chief of Police (or designee), and one Council Member screen the proposals, and negotiate a mutually acceptable professional services contract with the highest-ranked proposer(s) for consideration and approval by the City Council.

SUGGESTED MOTION

"I move to authorize and direct staff to issue a Request for Proposals for misdemeanor prosecution and related services, and to review those proposals and negotiate an appropriate agreement for professional services for Council consideration, as set forth in this memorandum." (Or as otherwise modified).

BACKGROUND

On Tuesday, September 27, 2010, contract City Prosecutor Robert Gaffney notified the City Attorney that he and his family would be moving out of state in early November in order to be closer to family, and that he would therefore have to terminate his prosecution services contract with the City effective October 31, 2010. Previously, the City Council had indicated that it wanted to eventually solicit competitive proposals for this position anyway, as Mr. Gaffney was originally engaged as an interim, cost-saving measure in March of this year.

By all accounts, Mr. Gaffney has done an excellent job as the City's prosecutor, and has saved the City between \$40,000.00 and \$50,000.00 over what the City had been paying for these services in the six months he has served in this capacity.

In order to quickly find a replacement for Mr. Gaffney beginning November 1, 2010, staff proposes to solicit proposals from qualified attorneys and/or law firms, and to have a committee consisting of the City Attorney, City Clerk, Human Resources Manager, Police Chief (or designee), and a Member of the City Council score and rank those proposals on the factors listed below (or as otherwise directed by Council), and to have the Committee enter into negotiations with the highest ranked proposer or firm through one or more designated representatives. If the highest ranked proposer or firm and the Committee's designee(s) cannot reach an acceptable agreement, then the Committee will negotiate with the next-highest ranked attorney or firm, and so on, until the Committee reaches an acceptable agreement which it will then bring to Council for its consideration and approval.

In addition to prosecuting state and City misdemeanor offenses and City Code violations in municipal court, proposers will be expected to represent the City in code enforcement proceedings before the City's Administrative Hearing Officer, and to provide legal advice and assistance to the City's Police Department and Code Enforcement staff. All together, it is expected/estimated that these tasks will require approximately 100 hours per month of professional time, on average.

Following is a proposed scoring matrix based on a 100-point maximum, with 40 points being awarded for general and specific legal experience on a formula basis, and 60 points awarded by Committee Members on a subjective basis:

1. General Legal Qualifications and Experience - 4 points per year of full-time legal experience (including full-time, post law school judicial clerkships), up to a maximum of 20 points.
2. Specific Experience in Criminal Law (Prosecution or Defense) - 4 points per year for each year of full-time experience in the practice of criminal law, up to a maximum of 20 points.
3. Office support; demonstrated ability to provide back-up for vacations and other absences; and demonstrated qualifications, experience and willingness to provide code enforcement services and to serve as legal advisor to the police department and code enforcement staff, including assistance in drafting/ revising policies - 20 points.
4. Other Significant Professional Experience; Volunteer/Community Service; References; Peer-Review Ratings; Professional Disciplinary History - 20 points.
5. Cost Proposal - 20 points. Preference will be given for proposals that provide cost certainty to the City, i.e., fixed fee proposals.

In the case of law firms, each individual who will or may be assigned to provide services will be scored, and the firm score will be the weighted average of the scores of those individuals, based on the amount of time the firm proposes to have those individuals devote to the City's prosecution work.

JUSTIFICATION/BENEFITS/ISSUES

The City needs to find a replacement for its excellent contract prosecutor, who is moving out of state in early November. The contract prosecutor model has worked out very well for the City, and is used to good effect, both financially and otherwise, by numerous small to medium-sized cities and towns throughout Arizona.

Because of the very short time-frame, Council may need to convene in a special meeting during the last week of October to review and ratify the Committee's recommendation and proposed agreement.

COST/FUNDING SOURCE

General Fund

REVIEWED BY:

City Manager: _____

City Attorney: _____

CLAIMS REPORT OF OCTOBER 5, 2010			
FUND	VENDOR NAME	DESCRIPTION	TOTAL
TOTAL			\$0.00
CLAIMS EXCEPTIONS REPORT OF OCTOBER 5, 2010			
FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	PAY DATE 10/01/2010	\$396,311.52
All	APS	Utilities	\$13,208.92
Utilities	Arizona Northern Equipment, Inc.	PO 18870 New Water Line 6th street	\$29,400.00
All	Arizona Public Employers Health Pool	September Insurance Premiums	\$135,550.51
Utilities	Ashland	Polymer PO 18866	\$6,715.80
Hurf	Cactus Asphalt Inc	Pavement Preservation	\$17,454.60
All	Cottonwood Municipal Utilities	Water Utility	\$5,501.53
Utilities	Environgen	PO 18491 Arsenic	\$27,633.43
All	Hanson Aggregate	Aggregate Materials	\$9,238.00
Utilities	Larry Green Chevrolet	PO 18872 2009 Ford Super Duty Truck	\$29,772.06
Utilities	US Postmaster	Postage for Utility Billings	\$5,350.00
All	United Fuel	Gas & Oil	\$10,220.81
All	Verde Valley Hardware	Supplies	\$5,786.17
All	APS	Utilities	\$7,549.51
Gen	CDW Government, Inc	Netmotion hard drives	\$6,028.78
Gen	Chief Supply	Body Armor	\$5,069.20
Gen	Ecivis, Inc	PO 18868 Annual Grant Training	\$18,917.00
Gen	Larry Green Chevrolet	Reimbursement	\$13,890.59
Gen	Legend Technical Services	Lab fees	\$6,132.84
Gen	Mobile Concepts	Net motion	\$7,000.00
Gen	Richardsons	Custodial	16,657.40
Gen	Thomas Corwin	Sound & Lighting Rhythm & Ribs	\$8,525.00
Gen	VV Chamber	Bed Tax August 2010	\$7,899.05
Gen	Waddell Kennels	Fully trained narcotic dog	\$5,328.50
TOTAL			\$795,141.22